

1. CONTRACT/PURCH ORDER NO. M6700187M1103
 2. DELIVERY ORDER NO.
 3. DATE OF ORDER 86 OCT 01
 4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE

5. This contract is a rated order under DPAS (15 CFR 350) DO

6. ISSUED BY CONTRACTING DIVISION P O BOX 8368 MCB CAMP LEJEUNE NC 28542-8368 PEGGY BRYDON BRANCH 5 919 451-3094
 7. ADMINISTERED BY CONTRACTING DIVISION P O BOX 8368 MCB CAMP LEJEUNE NC 28542-8368
 8. DELIVERY FOB DEST OTHER see schedule if other

9. CONTRACTOR/QUOTER code OSSAL3L Facility Code 8003235740
 Name and Address * SAFETY KLEEN CORPORATION * 777 BIG TIMBER ROAD * ELGIN IL 60120
 10 DELIVER TO FOB POINT BY: 87 JUN 30
 11. Check if business is small small/disad women-owned
 12. DISCOUNT TERMS NET
 13. MAIL INVOICES TO: SEE SECTION G-2

14. Ship To: MAINTENANCE SERVICE AGREEMENT MRK FOR: 87M1103
 15. PAYMENT WILL BE MADE BY: NSC CHARLESTON SEE SECTION G-2 FOR COMPLETE ADDRESS
 MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. T DLVY - This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
 P PURCH X Reference your 87T3619 furnish the following on terms specified herein, including for U.S. purchases GENERAL PROVISIONS OF PURCHASE ORDER ON DD Form 1155r(Except Clause No. 12 applies only if this box is checked AND NO 14 IF THIS BOX IS CHECKED); special provisions ;and delivery as indicated

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
 1771804.188E 000 68093 0 N00612 2D 06950M PP6274107900

18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
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SEE ATTACHED SCHEDULE(S)
 DO NOT DUPLICATE SHIPMENT
 CONFIRMATION ORDER PLACED WITH PEGGY WRIGHT ON 86 OCT 01

ITEMS: 1

*IF QUANTITY ACCEPTED BY THE GOVERNMENT IS SAME AS QUANTITY ORDERED, INDICATE BY ./ MARK. IF DIFFERENT, ENTER ACTUAL QUANTITY ACCEPTED BELOW QUANTITY ORDERED & ENCIRCLE
 24. UNITED STATES OF AMERICA BY: *Ken Silence* KEN SILENCE CONTRACTING/ORDERING OFFICER
 25. TOTAL 445.50
 29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN: INSPECTED RECEIVED ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED
 DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP.
 27. SHIP. NO.
 28. D.O. VOUCHER NO.
 30. INITIALS

31. PAYMENT COMPLETE PARTIAL FINAL
 32. PAID BY
 33. AMT VERIFIED CORRECT FOR
 34. CHECK NUMBER
 35. BILL OF LADING NO.

37. REC'D 38. REC'D BY 39. DATE REC'D 40. TOTAL CONT. 41. S.R. ACCOUNT NUMBER 42. S.R. VOUCHER No.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 RENTAL CONTRACT INCLUDING MONTHLY MAINTENANCE AND SERVICE ON CONTRACTOR-OWNED CIRCULATING PARTS CLEANING EQUIPMENT, including furnishing of solvents and supplies, servicing of equipment and disposal of the used solvent located at Camp Lejeune, NC and its satellite activities. Services to be performed in compliance with the provisions contained within this contract for the period of 1 OCT 1986 THROUGH 30 JUN 1987.

Each service call will consist of replacing contaminated cleaning solvent in each vat with new cleaning solution, cleaning the worker system, installing new filter, and correcting all defects on a monthly basis. The contaminated solvent shall be disposed of by recycling to the maximum feasible in accordance with all applicable federal, state, and local laws, codes, ordinances and regulations, including but not limited to the requirements of the Resource Conservation and Recovery Act as amended. The needed maintenance including repairs shall be performed within 48 hours after notification in accordance with all federal, state and local laws, codes, ordinances and regulations.

NOTE TO CONTRACTOR(S): Unit price shall be computed by multiplying monthly rate for each one by quantity.

B-2 THIS IS A FIRM-FIXED CONTRACT FOR RENTAL FOR CIRCULATING PARTS CLEANER AS FOLLOWS:

0001	J03590CIRPARTS N6809362741079 CIRCULATING PARTS CLEANER, 20 GAL LOCATION: FACILITIES, BLDG NH118 NAVAL HOSPITAL	9	MO	49.50	445.00
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QTY: 1 EA
MONTHLY RATE: 49.50

B-3 MOST FAVORED CUSTOMER ASSURANCE: The Contractor agrees that the prices for the supplies or services furnished under this contract are as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENTSC-1 GENERAL SPECIFICATIONSC-1.1 SCOPE OF WORK.

The Contractor shall furnish all personnel, management, transportation, material, parts, supplies, and equipment, except as provided herein as Government furnished, to perform services at Camp Lejeune, NC, and its satellite activities. Machines/equipment includes types listed in SECTION B-2 OR REFERENCED IN SECTION J ON ATTACHED LISTING. Performance shall be in accordance with this Performance Work Statement.

C-1.2 EMPLOYEES.

C-1.2.1 Under this contract the Government has the right to restrict the employment of any Contractor employee or prospective Contractor employee who is identified as a potential threat to the Health, Safety, Security, general well-being or operational mission of the installation and its population.

C-1.2.2 The Contractor shall furnish well-qualified, supervisory, administrative, and journeyman personnel to accomplish all required work. Contractor personnel shall present a neat, clean appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company and employee or by wearing ID tags or badges which contain a minimum of the Contractor's company name and employee's name. The Contractor is responsible for acquiring an appropriate number of uniforms, tags or badges to meet these requirements at his own expense.

C-1.2.3 The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the Contractor employ any person who is an employee of the Department of Defense, either military or civilian, also, no alien will be employed who does not have a valid U.S. Immigration Alien Registration Card.

C-1.2.4 The Government reserves the right to require the Contractor to remove any employee for misconduct, for conduct which jeopardizes his and the safety of others, or for security reasons. The removal from the job site of such a person shall not relieve the Contractor of the requirement to continue to provide sufficient personnel to adequately and timely perform the services described herein.

SECTION C (CONTINUED)

C-1.3 SECURITY REQUIREMENTS

C-1.3.1 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND REQUIREMENTS FOR CONTRACTOR'S EMPLOYEES VEHICLES. Each vehicle to be used in the performance of this contract by the Contractor shall show the Contractor's name so that it is clearly visible and shall at all times display a valid state license plate and safety inspection sticker. Contractor's employees privately-owned vehicles brought aboard base shall at all times display a valid state license plate and safety inspection sticker. Contractor and Contractor's employees shall be required to go via the Contracting Division to the Base Provost Marshall's Office to obtain base permits and decals.

C-1.3.2 SECURITY CHECKS.

Contractor's employee and/or vehicles shall not be present in locations not required for proper performance under this contract. All personnel employed by the Contractor in the performance of this service or any representative of the Contractor entering the Government reservation shall conform to all security regulations, which may be in effect during the contract period, and will be subject to such checks as may be deemed necessary to assure that no violations occur. No employee shall be permitted on base when such a check reveals that his presence would be detrimental to the security of the Base. Subject to security regulations, the Government shall permit access to the area for servicing equipment or performing required services. Upon request the Contractor shall submit to the Contracting Officer questionnaires and other forms as may be required for security.

C-1.4 BASE REGULATIONS.

The Contractor and his employees shall be acquainted with and obey all government regulations as posted.

C-1.5 HOURS OF OPERATION.C-1.5.1 REGULAR WORK HOURS.

All service performed on Government Property under the terms of this contract shall be accomplished during regular work hours (8:00 a.m. to 4:30 p.m., Monday through Friday) except for Federal Holidays observed by this installation or by mutual agreement of the Contracting Division and the Contractor.

SECTION C (CONTINUED)

- C-1.6 RECOGNIZED HOLIDAYS. Federal Holidays observed by this Base are New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and other specifically designated days. The Contractor is not required to provide service on Federal Holidays observed by this installation unless mutually agreed upon by the Contracting Division and the Contractor.
- C-1.7 GEOGRAPHICAL AREA OF RESPONSIBILITY. Service under this contract may require extensive travel throughout the Camp Lejeune, NC and its satellite activities to include but not limited to: NAVAL HOSPITAL, FACILITIES, BLDG NH118.

SECTION C - 2 CONTRACTOR FURNISHED ITEMS AND SERVICES

C-2 GENERAL. Except for those items or services specifically stated to be Government furnished in SECTION C-3, the Contractor shall furnish the specific items listed below and everything else required to perform this performance work statement.

C-2.1 MATERIALS/PARTS.

The Contractor shall provide all materials and parts used for work under this contract. All equipment, supplies, components, and parts provided by the Contractor shall be new and/or of the same or better kind, quality, type, style, grade, gauge, finish, class, or size as that used originally, or as required to obtain specific operating characteristics, or to match other items already in place. Contractor rebuilt parts may be used if they equal or exceed the quality of the original parts.

C-2.2 RESPONSIBILITY.

The Government shall not be responsible in any way for the Contractor's supplies, materials, or equipment or the Contractor's employees' personal belongings brought into the building or onto the grounds to perform repairs or services. This includes, but is not limited to, fire, theft, hurricane, accident or other disaster.

SECTION C-3 - SPECIFIC TASKS.

C-3 GENERAL. The Contractor shall provide the services required for performing the required functions listed in SECTIONS B, C, AND REFERENCED IN SECTION J AS AN ATTACHED LISTING. Services shall be performed in compliance with the provisions contained within this contract.

C-3.1 RESPONSE TIME. The Contractor shall provide maintenance/repair/service calls during the working hours set forth in SECTION C-1. Contractor's maintenance/repair/service personnel shall arrive at the designated point within 8 HOURS, after receiving notification from Contracting personnel, Contracting Officer's Technical Representative (COTR), or their designated representative(s).

This response time shall be measured from the time the Government makes contact of from one-half hour after the time that the Government makes a bonafide attempt to contact the Contractor, whichever is earlier.

C-3.2 REPAIR TIME. Contractor's maintenance/repair/service personnel shall accomplish repairs within 48 HOURS, after arriving at the designated location of machines/equipment.

This repair time shall be measured from the time the Contractor arrives at the designated location of machines/equipment until services have been accomplished by Contractor.

C-3.3 EXCLUSIONS TO MAINTENANCE SERVICE.

C-3.3.1 SERVICES EXCLUDED:

Parts replacements which are necessitated by causes such as fire, water, Acts of Gods, accident, misuse, abuse, national disaster, or fluctuations of electrical current are not included in this contract. Contractor must furnish documentation that one of the above acts caused damage to a piece of equipment. The CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) or his designated representative must concur with documentation that damage was caused by one of the acts or make a determination that damage was not caused by one of the acts. If a mutual agreement cannot be reached by the Unit/Section and the Contractor concerning whether damage was or was not caused by one of the acts, the Contracting Officer shall make a final determination. Additionally, equipment which is under a manufacturer's warranty will not be covered by the contract until expiration of the warranty period.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 Inspection and Acceptance Points: DESTINATION

FAR CLAUSES CITED BELOW ARE INCORPORATED BY REFERENCE:

E-2	52.246-4	Inspection of Services	APR 1984
E-3	52.246-16	Responsibility for Supplies	APR 1984

SECTION F - DELIVERIES AND PERFORMANCE

F-1 FAR CLAUSES CITED BELOW ARE INCORPORATED BY REFERENCE:

<u>FAR</u> <u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.247-34	F.O.B. Destination	APR 1984

F-2 PERFORMANCE:

Services shall be rendered in accordance with Sections B & C of this solicitation.

SECTION H - SPECIAL CONTRACT REQUIREMENTSH-1 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APR 1984) FAR 52.237-2

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

SECTION I - CONTRACT CLAUSESI-1 REQUIRED CLAUSES.

FAR 52.210-5	New Material	APR 1984
FAR 52.222-26	Equal Opportunity	APR 1984
FAR 52.222-25	Affirmative Action Compliance	APR 1984

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

I-2 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JAN 1984)
DAR 7-1903.41(b)

Except to the extent that an exemption, variation or tolerance would apply if this were a contract in excess of \$2500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Regulations and interpretations of the Service Contract Act of 1965, as amended, are contained in 29 CFR Part 4 and are hereby incorporated by reference in this contract.

